

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of :

Rosa WILKINS-LANGIE

Serial No.: 10/807,647

Filed: March 23, 2004

For: UNFOLDING UTILITY BAG WITH  
MULTIPLE UPWARD-OPENING  
COMPARTMENTS

Examiner: Tri M. MAI

Group Art Unit: 3781

Irvine, California

June 27, 2003

**DECLARATION OF ROSA WILKINS-LANGIE**  
**SWEARING BEHIND REFERENCE**  
**(37 CFR § 1.131)**

Assistant Commissioner for Patents  
Washington, DC 20231

Dear Sir:

I, Rosa Wilkins-Langie, hereby declare as follows:

1. I am a mother, a full-time teacher, and the inventor of the invention that disclosed and claimed in provisional patent application no. 60/475,871 and in corresponding non-provisional patent application no. 10/807,647. My maiden name is Wilkins. I am married to Louis Langie and am known as Rosa Langie or as Rosa Wilkins-Langie.

2. I am making this declaration under 37 CFR § 1.131 to establish the invention of the subject matter of my claims prior to the effective date of a particular applied reference, namely U.S. Patent Application Publication No. US 20040108179 (hereafter "the Scicluna application"). The Scicluna application was filed on December 9, 2002, and was published on June 10, 2004.

3. In my patent application, the Office Actions of May 2, 2007 and December 27, 2007 apply Scicluna against my claims under 35 USC § 102(b) which, I am informed, relates only to prior art consisting of printed publications that were published more than a year before the filing date of my own application. It appears that the designation of Scicluna as a 102(b) reference was an inadvertent error in that Scicluna is not available as prior art under Section 102(b) based on its publication date of June 10, 2004 (because that is not before the March 23, 2004 filing date of my non-provisional, much less the March 25, 2003 filing date of my provisional). On closer review, I am informed, Scicluna is only *conditionally* available as prior art under Section 102(e) based on its filing date of December 9, 2002, which is shortly before my provisional filing date of March 25, 2003.

4. As established herein, Scicluna is not available as prior art under Section 102(e), based on its filing date of December 9, 2002, because I invented the subject matter claimed in my patent application before December 9, 2002. I will hereinafter refer to December 9, 2002 as the “Effective Date” of the Scicluna application.

5. I have read Claims 1, 3, 6-10, 12, 13 and 15-17 that are pending in this application and have a technical understanding of how such claims apply to the disclosure of this application. As shown by the exhibits that I have attached hereto and described below, I invented the utility bag that is described and claimed in my patent application before the Effective Date of Scicluna.

6. Attached hereto as **Exhibit A** is a Confidentiality Agreement between me (“Rosa Langie”) and Borraez Studios, a design studio that I hired to help me reduce

my invention to practice by constructing prototypes according to my inventive concepts. The Confidentiality Agreement is dated August 2, 2002, which is about four months prior to the Effective Date of the Scicluna application.

7. Also attached hereto as **Exhibit B** is a quote from Borraez Studio dated "8/2/02". This quote is also about four months prior to the Effective Date of the Scicluna application and it documents my payment of one thousand dollars (\$1,000) to Borraez Studio for help in constructing prototypes of my utility bag (referenced therein as a "diaper bag").

8. Also attached hereto as **Exhibit C** are two-pages of sketches of my utility bag's construction and overall operation as described and claimed in my provisional and non-provisional applications. As shown therein, these sketches were faxed to me from my draftsman, Hollywood Design and Manufacturing, Inc., on "11/26/02" (see facsimile transmission info), which is about two weeks prior to the Effective Date of the Scicluna application. These sketches were prepared on the basis of the first prototype constructed by Borraez Studio pursuant to the 8/2/02 quote. Thus, these dated sketches confirm that the conception and reduction to practice of my claimed invention occurred at least as early as November 26, 2002, i.e. prior to the Effective Date of the Scicluna application.

9. This declaration factually establishes that I invented my claimed invention prior to the Effective Date of the Scicluna application since both conception and reduction to practice occurred prior to the Effective Date of the reference.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed

to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

June 27, 2008

/rosa wilkins-langie/

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Date

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Rosa Wilkins-Langie

# **Exhibit A**

**DECLARATION AND CONFIDENTIALITY AGREEMENT  
(Non-circumvention, Non-Disclosure and Confidentiality Agreement)**

This Agreement, made and entered into this day of August 2, 2002, between, Rosa Langie, (herein stated as "Inventor") and Christina Borraez, Borraez Studios (herein stated as "Subcontractor").

The SUBCONTRACTOR is in possession of information regarding the intellectual property "My World - Baby Bag/luggage" developed by Rosa Langie, which considers to be proprietary.

Such information may include as examples, research, data, formulas, processes, designs, sketches, plans, specifications, inventions, samples, technical, strategies or similar sources of information.

The SUBCONTRACTOR shall be obligated not to disclose information and/or materials to their partners, associates, employers, affiliates, subsidiaries, family members, representatives, employees, successors, clients, and assigns, hereinafter referred to as (the "Parties"), jointly, severally, mutually and reciprocally for the terms and conditions expressly stated and agreed to below. The terms and conditions of this agreement apply to any exchange of information written or oral, involving financial information, personal or corporate names, contract initiated by or involving the "Parties".

NOW, THEREFORE, IT IS AGREED:

1. The "SUBCONTRACTOR" is legally bound, hereby irrevocably agree, and guarantees the information shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate "INVENTOR" interest, or the interest or relationship between with producers, sellers, buyers, brokers, dealers, distributors, financial institutions, technology owners, developers or manufacturers, to change, increase or avoid directly or indirectly payment of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in non-contracted relationship with manufacturers or technology owners with intermediaries, legal counsel, or initiate buy/sell relationships, or transactional relationships that by-pass "INVENTOR" with any corporation, producer, technology owner, partnership, or individual revealed or introduced by one of the "Parties" to one another in connection with any on-going or future "transaction" or "project".

2. The "SUBCONTRACTOR" irrevocably agrees that they shall not disclose or otherwise reveal directly or indirectly to any third party, any confidential information provided by one party to the other, or otherwise acquired, particularly, contract terms, product information, or manufacturing processes, prices, fees, financing arrangements, schedules, and information concerning the identity of sellers, producers, buyers, dealers, borrowers, brokers, lenders, distributors, developers, manufacturers, technology owners, or their representatives, and specific individual names, addresses, principals, or telex/fax/telephone numbers, references, product or technology information, and/or all other information, advised by the "INVENTOR" as being confidential or privileged, without the prior specific written consent of the "INVENTOR" providing such information.

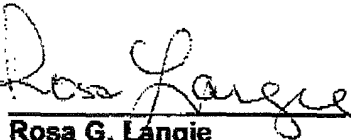
Confidentiality Agreement  
Page Two

"SUBCONTRACTOR" may be held liable if, through no action or fault of the later, any of the above mentioned confidential information is released by the "INVENTOR."

3. Furthermore, the "SUBCONTRACTOR" irrevocably agrees that they shall not have any rights, privileges, claims or provisions regarding the development and design of baby bag, under Federal Laws, Title 35 and 37, United States Code Section 119, or any PCT international claims.

4. Legal remedy for breach of any of the above agreed to covenants shall be governed by the laws afore mentions. In the event that an amicable settlement cannot be agreed to by mutual discussion and/or arbitration by a third party, both the "INVENTOR" and "SUBCONTRACTOR" subject to the declared breach shall be responsible for their own legal expenses, until a settlement or judgement is reached, provided however, that the party found in default by a judgement shall compensate in full the aggrieved party for all of its legal expenses, not withstanding any other provisions of the judgement. Each representative signing below avows that he is duly empowered by his respectively named company to bind it to the commitments and obligations contained herein.

On behalf of:



Rosa G. Langie  
Inventor  
7366 Sungold  
Corona, CA 92880



Christina Borreáz  
Borreáz Studio  
1041 S. Broadway  
Los Angeles, CA 90015

## **Exhibit B**





*Christina Borraez*  
 1041 South Broadway  
 Mezzanine  
 Los Angeles, CA 90015  
 (213) 601-3351 ph  
 (866) 761-7443 Toll free VcMail/FX  
 cborraez@onebox.com

# Quote

## Special Project Services

Bill To: Rosa and Louis Langie  
 7366 SunGold  
 Corona, CA 92880  
 909) 371-4843  
 562)533-1759- Rosa Cell  
 562)533-0064- Louis Cell  
 ethnos@earthlink.net

Ship To: SAME

DATE: 8/2/02

Our #	SHIP VIA PICK-UP	Terms Deposit/Bal.Due on Delivery
DATE 8/2/02	Description <b>Development, Pattern and 2 Samples            of discussed and sketched diaper Bag- Patent Pending</b>  <b>Materials not included</b>  <b>Prices for samples made after the first two will be quoted after the first two.</b>	Total <b>\$1000.00</b>

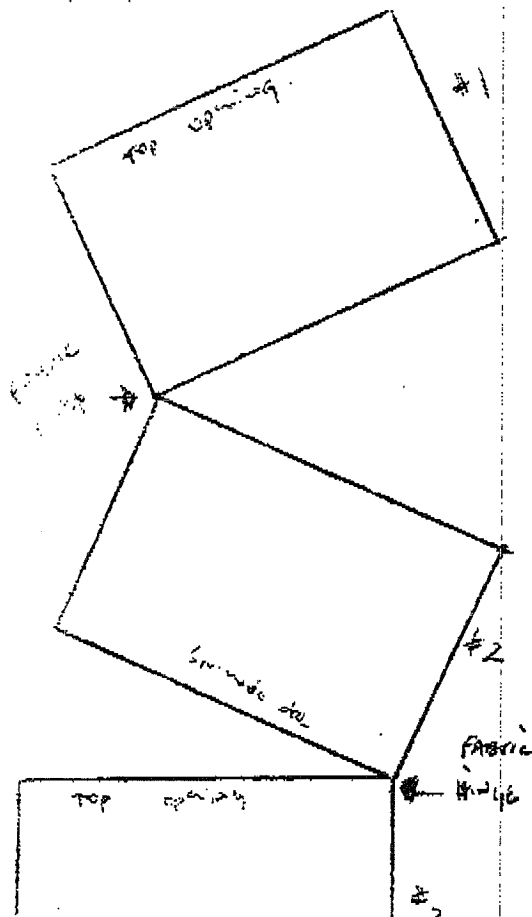
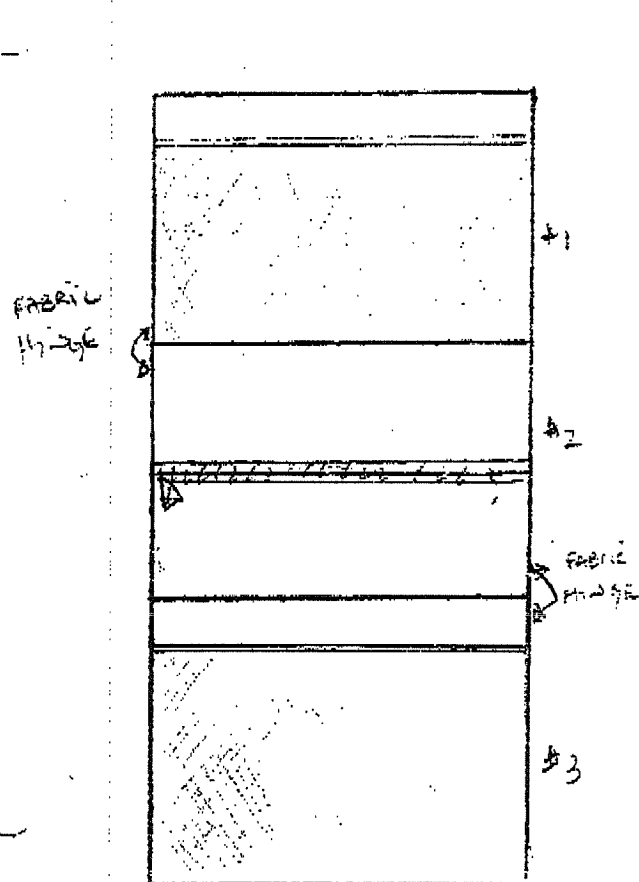
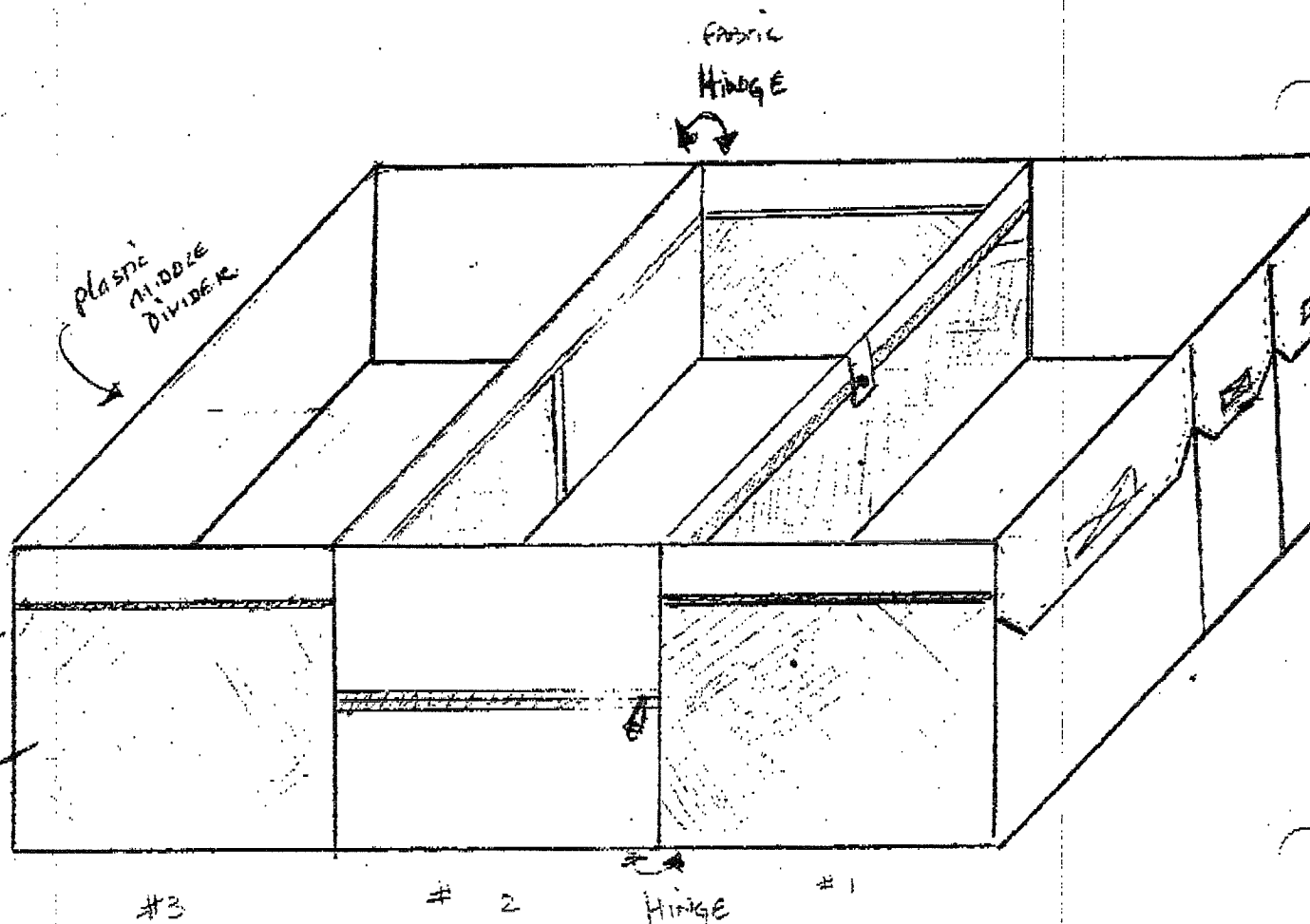
## **Exhibit C**

HOLLYWOOD DESIGN & MFG, INC.

213-489-2083

11/26/02 11:45A P.001

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HOLLYWOOD DESIGN & MFG, INC.

213-489-2089

11/26/02 11:45A P.002

